

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

TROY D. NEWTON, et al.,

Plaintiff,

V

NATIONAL WARRANTY OF FLORIDA, INC.,
et al.,

Defendant(s).

CV 2:05-cv-1126-W

PLAINTIFF'S INITIAL RULE 26 DISCLOSURES

Comes now the plaintiff and pursuant to F.R.C.P. 26(a)(1) states as follows:

(a)(1) Initial Disclosures.

(A) Plaintiff, Troy D. Newton
6512 Luxembourg Circle
Montgomery, Alabama 36117

Ben F. Carr, Jr., P.E. / L.S.
Carr & Associates Engineers, Inc.
2052 Oak Mountain Drive
Pelham, Alabama 35124
(205) 664-9685

Eric VanCleave, Claims Manager
National Warranty of Florida , Inc.
P.O. Box 1088
Wheat Ridge, CO 80034-1088
(800) 445-4065

The employees of National Warranty of Florida, Inc., and the employer of Lyndon Property Insurance Co., Inc., whose identities are not known at this time.

The Plaintiff reserves the right to supplement the disclosures in (a)1(A).

(B) Plaintiff's counsel is in possession of copies of the following documents:

- (1) Centro Inspection Agency Inspection Report dated August 9, 2004.
- (2) Centro Inspection Agency Inspection Report dated August 31, 2004.
- (3) Retail Installment Contract, Security Agreement, and Disclosure Statement dated October 10, 2003.
- (4) Bill of Sale dated May 16, 2002.
- (5) Troy Newton's check in the amount of \$9,506.00 (check number 12227) payable to Cummins Mid-South dated September 15, 2004.
- (6) Preview Invoices of Cummins Mid-South.
- (7) State of Florida Application for Certification of Title and/or Vehicle Registration and Motor Vehicle Sales and Use Tax Report.
- (8) T&A American Car Care Centers Invoice dated December 22, 1999.
- (9) Hill-Kelly Dodge, Inc., Invoice dated June 26, 1998.
- (10) Photographs taken of the engine and disassembled parts, including, but not limited to, engine photographs taken by Ben Carr at Cummins Shop on September 30, 2004 and photographs taken by Centro Inspection Agency.
- (11) Correspondence of October 5, 2004, from Ben F. Carr, Jr., to Troy Newton.
- (12) Two pieces of correspondence dated March 7, 2005, that are notices of claims to National Warranty of Florida, Inc., and Lyndon Property Insurance Company.
- (13) Correspondence of April 5, 2005, from Eric VanCleave, to Tim McCollum, Esquire.
- (14) Check dated April 5, 2005, from Lyndon Property Insurance Company (check no. 9023731) in the amount of \$7,547.42 payable to Troy Newton, which has not been cashed.

The Plaintiff reserves the right to supplement the disclosures in (a)(1)(B).

(C) The Plaintiff seeks damages as follows:

- (1) Plaintiff seeks punitive and compensatory damages commensurate with the culpability of the defendant's conduct and the necessity of preventing similar wrongs in the future.
 - (2) Plaintiff seeks damages for his out-of-pocket expenses including, but not limited to, the \$9,500.00 he paid to replace the engine in the Allegro Motor Home.
- (D) Not applicable to Plaintiff.

Respectfully submitted,

s/ Jeffrey C. Kirby
Of Counsel for Plaintiff
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CERTIFICATE OF SERVICE

I hereby certify that on 17th day of February, 2006, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: Warren Michael Atchison, Esquire (wma@starneslaw.com), Anthony Cameron Harlow, Esquire (ach@starneslaw.com) Starnes & Atchison, LLP, and certify that I have mailed by United States Postal Service the document to the following non-CM/ECF participants: George Matthew Keenan, Esquire, Starnes & Atchison, LLP, P.O. Box 59812, Birmingham, Alabama 35259-8512.

s/ Jeffrey C. Kirby
Of Counsel for Plaintiff
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